

EXHIBIT 1

IN THE CIRCUIT COURT OF CALHOUN COUNTY, ALABAMA

**JONATHAN PONDER and
ASHLEY PONDER,**

Plaintiffs,

vs.

**BERNIE JACK ROACH,
UNFI SPECIALTY DISTRIBUTION SERVICES
a/k/a MILLBROOK DISTRIBUTION SERVICES,
INC.; TRUCKMOVERS.COM, INC., and
Fictitious Defendants 1-9 those individuals or
entities whose identities are currently unknown to
the Plaintiff and who participated in the negligence
and wantonness, which made the basis of this
Complaint.**

Defendants.

CIVIL ACTION NO.:

COMPLAINT

COME NOW the Plaintiffs, Jonathan Ponder and Ashley Ponder, by and through their undersigned counsel, and hereby sue the Defendants, Bernie Jack Roach, UNFI Specialty Distribution Services a/k/a Millbrook Distribution Services, Inc., and Truckmovers.com, Inc., and allege as follows:

PARTIES

1. Plaintiff, Jonathan Ponder, is over the age of 19 years and resides in Oxford, Calhoun County, Alabama.
2. Plaintiff, Ashley Ponder, is over the age of 19 years and resides in Oxford, Calhoun County, Alabama.

3. Defendant, Bernie Jack Ponder, is over the age of 19 years and resides in Crowley, Tarrant County, Texas.

4. Defendant, Truckmovers.com, Inc, is a corporation organized and existing under and by virtue of the Laws of the State of Missouri and is located on 2310 S Redwood Ave, Independence, MO 64057.

5. Defendant, UNFI Specialty Distribution Services a/k/a Millbrook Distribution Services, Inc. is a corporation organized and existing under and by virtue of the Laws of the State of Rhode Island and is located on 313 Iron Horse Way Providence, RI 02908.

6. Fictitious Defendants 1-9 are those individuals or entities whose identities are currently unknown to the Plaintiff and who participated in the negligence and wantonness, which made the basis of this Complaint.

7. The amount in controversy is more than the minimum jurisdictional limits of this Court.

COUNT 1 – NEGLIGENCE

8. On or about May 24, 2017, Jonathan Ponder was injured in a motor vehicle accident in Ashville, Alabama, due to a motor vehicle, which was driven by Bernie Jack Roach and owned by UNFI Specialty Distribution Services a/k/a Millbrook Distribution Services, Inc., and Truckmovers.com, Inc.

9. At that time and place, Jonathan Ponder was lawfully operating his vehicle driving south on US-231. Bernie Jack Roach was exiting a private drive to enter US-231 to head north. Mr. Roach failed to yield to oncoming traffic causing a collision with Mr. Ponder.

10. As a proximate result of said collision, Jonathan Ponder suffered severe and permanent injuries and was otherwise injured about his body.

11. As a result of said injuries, Plaintiff Jonathan Ponder has incurred and will continue to incur medical and other expenses in his treatment, has suffered a loss of earning capacity, has suffered permanent injuries and disfigurement, and has suffered and will continue to suffer much pain, mental anguish, and loss of the enjoyment of life.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs hereby demand judgment for damages against the Defendants, Bernie Jack Roach, UNFI Specialty Distribution Services a/k/a Millbrook Distribution Services, Inc., and Truckmovers.com, Inc., together with costs and such other relief as the Court may deem proper.

COUNT TWO - NEGLIGENT OR WANTON ENTRUSTMENT

12. All prior paragraphs are restated herein.

13. Defendant Bernie Jack Roach, UNFI Specialty Distribution Services a/k/a Millbrook Distribution Services, Inc., and Truckmovers.com, Inc., negligently and/or wantonly entrusted the vehicle driven by Bernie Jack Roach to him on the date of the accident specified above.

14. As a proximate result, the above collision occurred and as a result of said collision, Plaintiff, Jonathan Ponder, suffered severe and permanent injuries to his body.

15. As a result of said injuries, Plaintiff Jonathan Ponder has incurred and will continue to incur medical and other expenses in his treatment, has suffered a loss of earning capacity, has suffered permanent injuries, and has suffered and will continue to suffer much pain, mental anguish, and loss of the enjoyment of life.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs demand judgment against Defendants Bernie Jack Roach, UNFI Specialty Distribution Services a/k/a Millbrook Distribution Services, Inc., and Truckmovers.com, Inc., for compensatory damages, in such

amount as the evidence supports and a jury awards, plus a separate amount for punitive damages and costs of suit.

**COUNT THREE - WANTON, WILLFULL, AND/OR
INTENTIONAL CONDUCT**

16. All prior paragraphs are restated herein.

17. On or about May 24, 2017, Plaintiff Jonathon Ponder was lawfully operating his vehicle driving south on US-231. At the same time and place, a motor vehicle was being recklessly and wantonly operated by Defendant Bernie Jack Roach. Mr. Roach failed to yield to the Plaintiff, when pulling out of a private driveway to head north on US-231. Plaintiff Ponder was driving south when the Defendant's vehicle suddenly appeared moving at a high rate of speed and striking Plaintiff Ponder's vehicle, causing damage to Plaintiff's automobile and injury to Plaintiff Jonathan Ponder. Plaintiff sustained serious and permanent injuries

18. As a proximate result of said collision, Plaintiff Jonathan Ponder suffered severe and permanent injuries to his body.

19. As a result of said injuries, Plaintiff Jonathan Ponder has incurred and will continue to incur medical and other expenses in his treatment, has suffered a loss of earning capacity, has suffered permanent injuries, and has suffered and will continue to suffer much pain, mental anguish, and loss of the enjoyment of life.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs Jonathan and Ashley Ponder demand judgment against Defendants Bernie Jack Roach, Truckmovers.com, Inc., and UNFI Specialty Distribution Services a/k/a Millbrook Distribution Services, Inc. for compensatory damages, in such amount as the evidence supports and a jury awards, plus a separate amount for punitive damages and costs of suit.

**COUNT FOUR – NEGLIGENT AND/OR WANTON HIRING
AND SUPERVISION**

20. All prior paragraphs are restated herein.

21. Defendants negligently and/or wantonly failed to adequately and properly hire, train, regulate, audit, supervise, and/or monitor their drivers and the activities of their agents responsible for such drivers.

22. Defendants were negligent and/or wanton in that said Defendants knew¹ or should have known that their drivers, agents, fictitious defendants, were unfit and unqualified to operate Defendants' vehicles on the public roadways.

23. Defendants impliedly authorized or ratified the conduct of their agents. The acts of their agents were calculated to or did benefit Defendants.

24. Defendants also failed to provide training to agents with respect to the duties and responsibilities for ensuring proper and safety on the public roadways.

25. As a proximate result, the above collision occurred and as a result of said collision, Plaintiff, Jonathan Ponder, suffered severe and permanent injuries to his body.

26. As a result of said injuries, Plaintiff Jonathan Ponder has incurred and will continue to incur medical and other expenses in his treatment, has suffered a loss of earning capacity, has suffered permanent injuries, and has suffered and will continue to suffer much pain, mental anguish, and loss of the enjoyment of life.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs demand judgment against Bernie Jack Roach, UNFI Specialty Distribution Services a/k/a Millbrook Distribution Services, Inc., and Truckmovers.com, Inc. for compensatory damages, in such amount as the evidence supports and a jury awards, plus a separate amount for punitive damages and costs of suit.

COUNT FIVES – LOSS OF CONSORTIUM

27. Plaintiffs, reallege and incorporate by reference all those facts and allegations in paragraphs 1 through 6 above and further alleges:

28. The collision was caused by the recklessness, carelessness and negligence of the Defendants, for that among other acts and omissions the Defendants:

- a. operated the motor vehicle at a high, dangerous and excessive rate of speed under the circumstances then and there existing;
- b. failed to reduce speed to avoid a collision;
- c. failed to observe due care and precaution and to maintain proper and adequate control of the motor vehicle;
- d. failed to keep a proper lookout for other vehicles lawfully upon the highway;
- e. failed to exercise reasonable care in the operation of the motor vehicle under the circumstances then and there existing; and
- f. in other respects not now known to the Plaintiff but which may become known Prior to or at the time of trial.

29. As a direct and proximate result of the negligence and carelessness of the Defendant, the Plaintiff Jonathan Ponder:

- a. suffered serious, painful and permanent bodily injuries, great physical pain and mental anguish, severe and substantial emotional distress, loss of the capacity for the enjoyment of life;
- b. was, is and will be required to undergo medical treatment and to incur medical costs and expenses in order to alleviate injuries, pain and suffering;
- c. was, is and will be precluded from engaging in normal activities and pursuits, including a loss of ability to earn money and of actual earnings;
- d. and, otherwise was hurt, injured and caused to sustain losses to include damage to her vehicle causing additional financial loss, expense and time.

30. As a direct and proximate result of the negligence and carelessness of the Defendant, the Plaintiff Ashley Ponder suffered painful injuries and has lost the company and services of his wife, Jonathan Ponder, as well as other damages for loss of consortium.

31. All of the Plaintiffs' losses were, are and will be due solely to and by reason of the carelessness and negligence of the Defendants, without any negligence or want of due care on the Plaintiffs' part contributing thereto.

WHEREFORE, Plaintiffs pray for judgment against the Defendant for: general compensatory damages; special damages for medical, hospital, and doctors' expenses; special damages for loss of consortium; and punitive damages and all costs of this proceeding, including interest and attorneys' fees, pre- and post-judgment interest as authorized by law on the judgments which enter in her behalf; and such additional and other relief as this Honorable Court should deem just and proper.

Respectfully submitted this 23rd day of May, 2019.

/s/ E. Kirk Wood

E. Kirk Wood, Attorney for the Plaintiff
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DEMAND FOR JURY TRIAL

Plaintiffs hereby demand trial by struck jury.

/s/ E. Kirk Wood

E. Kirk Wood, Attorney for the Plaintiff

PLEASE SERVE SUMMONS AND COMPLAINT VIA CERTIFIED MAIL ON THE FOLLOWING:

Bernie Jack Roach
129 St. Clare Drive
Crowley, TX 76036

Truckmovers.com, Inc.
L. Thomas Duvall
2310 S Redwood Ave,
Independence, MO 64057

UNFI Specialty Distribution Services a/k/a
Millbrook Distribution Services, Inc.
c/o CT Corporation System
450 Veterans Memorial Parkway, Suite 7A
East Providence, RI 02914

/s/ E. Kirk Wood
Of Counsel